



City of Galveston

REQUEST FOR PROPOSAL

Proposal Reference Number: 17-13

Project Title: Island Transit Trolley System Marketing and Advertising

Proposal Closing Date: 10:00 A.M.(CST), Wednesday, June 21, 2017

Original and three (3) copies and one media source required.

No Proposals submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at
purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Proposal

1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix I – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Department. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix I – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 306, PO Box 779, Galveston, Texas 77553

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

4. RFP Withdrawals and/or Amendments

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Department of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Proposal Submittal Requirements

- A. **Submittal Packet – How to submit:** All Proposals must be submitted in person or by mail at the addresses in Section 2, above. No Proposals will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive. Proposals shall be sealed and marked clearly with the Proposal number, Proposal name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.
- B. **Submittal Packet – Required Contents:** All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original

signed document, copies, and a media source. Please mark the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.

- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Work.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Department purchasing@galvestontx.gov. The subject line must read "**Proposal 17-13 Trolley Advertising**". The question deadline will be addressed in Appendix I-Scope of Work. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Department will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix I-Scope of Work.
- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each

factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.

- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Department. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix I – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of a proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual contractors or proposers must be made in writing and contain the following information.
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.

- c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
 - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
- i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful Proposer violates any of the provisions of these specifications; or
 - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
- i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A (pages 9 through 18) must be included in the Proposal submittal.

Appendix B – F (pages 20 through 24) all forms must be complete and included in the submittal.

Appendix I (pages 28 through 58) must be included in the Proposal submittal.

All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.			
RFP Number:	17-13		
Project Title:	Island Transit Trolley System Marketing & Advertising		
Submittal Deadline:	June 21, 2017 @ 10:00 a.m. CST		
Submit in person: City of Galveston Purchasing Dept., 823 Rosenberg St., Room 306, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Dept., PO Box 799, Galveston, Texas 77553			
<u>Proposer Information:</u>			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____(day) of _____(month),_____(year)			

I learned of this Request for Proposal by the following means:

- | | |
|---|---|
| <input type="checkbox"/> Newspaper Advertisement
<input type="checkbox"/> Galveston Website
<input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> City E-mail Notification
<input type="checkbox"/> Cold Call to City
<input type="checkbox"/> Other |
|---|---|

Appendix A – Proposal Document (continued)

I. ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix I. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Work defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		TOTAL ALL LINE ITEMS	\$	\$

3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective for thirty-six (36) months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to two (2) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may

only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: This section left intentionally blank

4. **Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: _____; and the number of employees: _____.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. **References**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Work Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase purchase.**

☐ **No, Only the City can**

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.

- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City’s Legal Department prior to being signed by the City Manager, (City’s authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Work, Appendix I) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
 - iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Work.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** Prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**

Date
Received

1. Name of person who has a business relationship with local governmental entity.**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

Appendix C – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Proposer's Printed or Typed Name

Proposer's Signature

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

Appendix D – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by _____ blood or
marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

Appendix F – Document 00435

THE CITY OF GALVESTON, TEXAS
DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

Appendix G – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 306
Galveston, Texas 77550

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

You may also email this form to: purchasing@galvestontx.gov.

Appendix H – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin".

Michael W. Loftin
Assistant City Manager – Finance

Appendix H – ACH Form continued



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

Account Information

Name of Financial Institution: _____
Financial Institute Address: _____
Routing Number: _____
Account Number: _____
SWIFT Code: (if applicable) _____

Signature

Company Name: _____
Authorized Signature: _____ Date: _____

THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.

Appendix I – Scope of Work

1. Project Title: RFP 17-13 Trolley System Marketing and Advertising.

2. Scope of Work Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Department**, Phone. 409.797.3579, e-mail: purchasing@galvestontx.gov.

3. Special Conditions

The following are required Federal Clauses that shall be returned with the proposal.

CITY OF GALVESTON ISLAND TRANSIT RFP # 17-13 SPECIAL PROVISIONS FOR PROCUREMENT FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

This project is funded, in part, using funds from the Federal Transit Administration (FTA). Based on this federal participation, the following Special Provisions will apply to the construction contract to be awarded.

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Federal Changes
5. Civil Rights Requirements
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of Federal Transit Administration Terms
8. Government-wide Debarment and Suspension (Nonprocurement)
9. Buy America Requirements
10. Breaches and Dispute Resolution
11. Lobbying
12. Clean Air
13. Clean Water Requirements
14. Energy Conservation Requirements
15. Recycled Products
16. Americans with Disabilities Act (ADA) Accessibility

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

3. ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325 49 CFR 633.17
18 CFR 18.36 (i)

The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case, Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

4. FEDERAL CHANGES 49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

5. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
(See attached Appendix 6.A.)

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2016 is 5.23% of all procurements.**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

Names and addresses of DBE firms that will participate in this contract;

Description of the work each DBE will perform;

Dollar amount of the participation of each DBE firm participating;

Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

If the contract goal is not met, evidence of good faith efforts to do so.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

POLICY STATEMENT

Objectives/Policy Statement – Section 26.1, 26.23

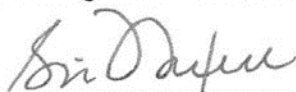
The City of Galveston has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Galveston has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Galveston has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Galveston to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

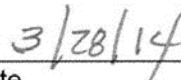
1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Island Transit Grant Compliance Officer, Charles Garcia, has been delegated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Galveston in its financial assistance agreements with the Department of Transportation.

The City of Galveston has disseminated this policy statement to the City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. This statement is included in all DOT-funded solicitation packages and has been communicated to local business groups and governments, chambers, and community organizations.



Brian Maxwell
Interim City Manager



Date

APPENDIX 6.A. DISADVANTAGE BUSINESS ENTERPRISE GOOD FAITH EFFORT

Appendix A to 49 CFR Part 26

1. When, a recipient of federal funds establishes a DBE contract goal for a DOT-assisted contract, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can include sufficient subcontractors and/or suppliers to meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, if Bidder does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. In any situation in which there is a contract goal, part 26 requires use of the good faith efforts mechanism of this part. The City of Galveston will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. In doing so City will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.
3. Award of a contract is not dependent upon meeting the exact contract goal as long as adequate good faith efforts have been made.
4. The following is a list of types of actions which are considered as part of the Bidder's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. In negotiating with DBEs note the following:
 - i. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- ii. A Bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBE Subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - e. DBEs should not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
5. In determining whether a Bidder has made good faith efforts, City may take into account the performance of other Bidders in meeting the contract. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, City may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.

APPENDIX 6.A. BIDDER/CONTRACTOR DBE CERTIFICATION

Instructions: The Bidder/Contractor shall complete this form by listing 1) Names of all proposed Subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE, SBE or non-DBE, 5) Ethnic Code of firm 6) Age of the firm, 7) Annual gross receipts of the firm, 8) Approximate percent or amount of Total Contract. Those Subcontractors which are listed on this form as DBEs and SBEs must have current certification as a DBE or SBE with a participating TUCP certifying agency and appear on TxDOT's TUCP web page. The DBE or SBE certification must be complete by the time the bids are submitted. Additionally, those Subcontractors which are listed on this form as DBEs or SBEs must complete the Subcontractor Letter of Intent, agreeing to the information listed herein. If there are no bidders or subcontractors please mark the form with N/A and sign and return with submittal. Only return Letter(s) of Intent if there are firms listed below.

RESPONDENT/ CONTRACTOR: _____

1) Name of Subcontractor Firm	2) Address, Telephone # Contact Person	3) Description of Work, Services Provided. Where applicable, specify "supply" or "Install" or both.	4) DBE, SBE or nonDBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) % or \$ amount of Total Contract

5) ETHNIC CODES: A) Black American B) Hispanic American C) Native American D) Sub-continental Asian American E) Asian-Pacific American F) Non-Minority Women G) Other

The undersigned will enter into a formal agreement with DBE and/or SBE contractors for work listed in this schedule upon execution of a contract with the City. The Bidder/Contractor agrees to the terms of this schedule by signing below and submitting the **LETTER OF INTENT**, as completed by the DBE or SBE subcontractor(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

APPENDIX 6.A. DBE AND SBE SUBCONTRACTOR LETTER OF INTENT

Note: DBE and SBE firms participating in the DBE or SBE Program must have current certification status and be included in the TUCP list on TxDOT's web site by the due date established for this Invitation for Bid (IFB)

1. TO: (Bidder/ Contractor): _____
2. The undersigned is either currently certified under a Unified Certification Program (UCP) as a DBE, SBE or will be at the time this IFB/RFP is due.

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both)

and at the following price \$_____ and/or _____% of the total contract amount (should be the same as found on the **Bidder/Contractor Certification**).

4. The DBE or SBE subcontractor should complete this section only if the DBE or SBE is subcontracting any portion of its subcontract.

With respect to the proposed subcontract described above, the undersigned DBE anticipates that _____% of the dollar value of this subcontract will be awarded to other contractors. Any and all DBE subcontractors a DBE subcontractor uses must be listed on Form E and must also be DBE certified.

DATE: _____ DBE/SBE FIRM: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

BIDDER/

DATE: _____ CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE NUMBER: _____

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1E

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(See Instructions & Form 8.A.)

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

8.A. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

By signing and submitting this form and this bid, the Bidder/Contractor is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Bidder/Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Owner's determination whether to enter into this transaction. However, failure of the Bidder/Contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Owner determined to enter into this transaction. If it is later determined that the Bidder/Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
3. The Bidder/Contractor shall provide immediate written notice to the Owner to which this bid is submitted if at any time the Bidder/Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "bid," "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Owner to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The Bidder/Contractor agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a Subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Owner entering into this transaction.
6. The Bidder/Contractor further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions," provided by the Owner entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Bidder/Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a Bidder/Contractor in a covered transaction knowingly enters into a lower tier covered transaction with a Subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Owner may terminate this transaction for cause or default.
9. The Bidder/Contractor also agrees to include these requirements in each subcontract, or a lower tier covered transaction, exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**8.A. CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

The Primary Participant (Contractor) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

(If the Primary Participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, *(business name)* _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Duns Number

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID
PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.**

9. BUY AMERICA REQUIREMENTS (Form A)
49 U.S.C. 5323(j) 49 CFR Part 661

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15- passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products. PLEASE SIGN ONLY ONE OF THE FOLLOWING SECTIONS.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

10. BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

11. LOBBYING (See attached Form 11.A.)

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the owner. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

11.A. LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned, _____, certifies that to the best of his or her knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder/Contractor/Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.* apply to this certification and disclosure, if any.

Executed this _____ day of _____, 2015

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

12. CLEAN AIR
42 U.S.C. 7401 et seq 49 CFR Part 18
40 CFR 15.61

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(printed name of signatory)

(signature and date)

13. CLEAN WATER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

14. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(printed name of signatory)

(signature and date)

15. RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

16. AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY

1. ADA Accessibility ensures that all individuals regardless of disability are not excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. The Contractor and all of its Subcontractors shall adhere to the ADA Accessibility requirements as follows:
 - a. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance
 - b. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA)
 - c. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE RFP.

Appendix I – Scope of Work (continued)

4. Proposal Evaluation Factors

Emphasis	Factor
5%	References
10%	Professional ability/qualification of the firm/team and their financial capacity and capability to satisfactorily perform the required services.
10%	Adequacy and completeness of the proposal with regard to the information specified, i.e., compliance with terms, conditions and other provisions contained in the RFP
5%	Past performances and experience by the firm/team with similar work.
7%	Detailed work plan.
3%	Quality control program.
15%	Value added services to be provided.
45%	Proposed compensation package.

5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Work meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. Key Events Schedule

Proposal Release Date	May 15, 2017
Pre-Proposal Conference Date	May 31, 2017 @ 2:00 p.m. CST
Deadline for Submittal of Written Questions	June 7, 2017 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	June 21, 2017 @ 10:00 a.m. CST
Anticipated Committee Evaluation Review Date	June 27, 2017
Anticipated Award Date	July 27, 2017

7. Scope of Services - Island Transit Galveston Island Trolley System Marketing and Advertising

The following sections are included in the Scope of Services:

- 1. Purpose**
- 2. Description of Service**
- 3. Essential Contractor Qualifications**
- 4. Essential Proposal Elements**
- 5. General Contractor Requirements**
- 6. Specific Advertising Requirements**
- 7. Contract Term**
- 8. Compensation Structure**
- 9. Selection Criteria**

1. Purpose

- A. The purpose of this Request for Proposals (RFP) is to;
 - I. Secure a qualified contractor to provide revenue generating transit advertising and marketing services for the City of Galveston's historic trolley system. The contractor will be responsible for the coordination of all advertising activities in order to generate revenue on the rail and rubber wheel trolleys. The contractor will manage sales and the placement of advertising, production of advertising materials, and other duties as described in a final contract.
 - II. To provide marketing of the City of Galveston's historic trolley system. The contractor should be able to assist in the marketing of the historic trolley as an alternative to personal car use AND as a fun and exciting attraction for the island. Bidder should also include an option identifying inventory that could be available for sale (naming rights for trolley cars, station naming, pavers etc.). Bidders are encouraged to submit a proposal for the development and implementation of a marketing plan for the trolley. Bids should address the following components;
 - Development of on line presence and information portal.
 - Development and implementation of a communication plan to inform visitors' on-island where to find and ride a trolley.
 - Development and implementation of a marketing plan to position the trolley to visitors before arrival through placement of editorial, paid advertising and special events.

2. Description of Service

Island Transit is a department of the City of Galveston that will operate three (3) historic rail trolleys over its track system which covers the Seawall, Downtown District, the Strand, cruise ship docks, and the University of Texas Medical Branch (UTMB), for a total of 6.1 tracked miles. The three rail trolleys are currently under contract to be reconditioned which will take around twelve months to be completed. The rail trolley service is expected to begin in 2018. The service will also include four (4) rubber wheel trolleys which will begin operation in the spring of 2017 and will cover Galveston's Seawall Blvd from 6th Street to 81st Street, Moody Gardens and downtown areas. Service is provided from 7:00 AM to 11:00 PM daily (times may vary during non-peak periods).

- A. Island Transit has a brand identity for the system, including logo graphics, name treatment and color palette. These branding elements have been carried over into the branding of the Historic Seawall and the public assets which are located along the transportation corridor, including; gateway markers, bus stops, and wayfinding signage.
- B. In reference to Galveston's target audience, Galveston Island is a popular regional tourism destination which receives in excess of 6 million visitors annually. Traditionally, the greatest visitation comes from March to September when beach-goers flock to the island to enjoy the Gulf of Mexico. However, a series of popular events such as Mardi Gras, Lone Star Biker Rally and Winter Wonder Island makes Galveston attractive year round. Galveston is also home to the country's fourth busiest cruise port and home port to weekly departures for Carnival, Disney and Royal Caribbean cruise lines. The Galveston Convention and Visitors Bureau targets active adults from 25- 64, with an average Household Income of \$75,000, college educated in families, couples, baby boomers and cruise passengers.

3. Essential Contractor Qualifications

- A. Contractor must demonstrate experience in the advertising business and establish that the contractor has the capability of providing the necessary staff to conduct business in the Galveston and Houston areas.
- B. Contractor must presently operate and, for at least the last five years, have operated an advertising business. At least three (3) references must be provided.
- C. Contractor must demonstrate that company has the financial capacity and ability to conduct a sales program designated to produce maximum advertising income. Contractor must provide photographs of successful installations.

4. Essential Proposal Elements

In addition to those elements normally required in any transit contract for services, the following elements must be included.

- A. Statement of qualifications and relevant experience in conducting business similar to that which is required herein within the last five (5) years.
- B. Names, experience and professional qualifications for key personnel to be assigned to this contract. Resumes should be included.
- C. Detailed work plan.
- D. Quality control program.
- E. Any value-added services to be provided.
- F. Proposed use of area or national advertising agencies.
- G. Proposed compensation: Specify a percentage of gross advertising revenue and a minimum monthly guarantee for each year of the base term of the contract and for each option year of the contract.
- H. Rate cards from the contractor showing estimated rates for advertisements on the rail and rubber wheel trolleys, and including all applicable discounts for increased showing, frequency or length of posting special packages/programs, etc.
- I. Prepare an example of a media kit, or sales kit, which would be used to illustrate how advertising photos and their associated sizes would be displayed.

5. General Contractor Requirements

- A. The contractor will have the exclusive right to place Island Transit approved advertising upon the Island Transit rail and rubber wheel trolleys, interior and exterior. The contractor will be responsible for securing all contracts, managing placement of advertisements, and coordinating with Island Transit staff. All ads, except where noted below, will be obtained for the sole purpose of generating revenue.
- B. The contractor will give its best effort to sell advertising space and will operate a fully staffed business office to manage this effort. Contractor must be available to travel to Galveston within three (3) days, if needed.
- C. The contractor must be familiar with the Galveston area, local ordinances of municipalities in the area, and be capable of acquiring both local and national advertising contracts.
- D. The contractor must have a work force capable of insuring proper installations, maintenance, and removal of advertising displays.
- E. The contractor will comply with generally accepted industry principals with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. All advertising must be approved by the Island Transit Director or his designee prior to installation, with at least a two work day notice. The Director will be the sole arbiter of acceptable content and will designate approval/disapproval through an email or other written communication. Determinations are final and not appealable.
- F. The contractor will remove unapproved or damaged ads within 24 hours of written notice given by Island Transit. It will remove all dated advertising materials within five (5) calendar days from their expiration date. (Dated materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.)
- G. Any unsold spaces will become available to Island Transit for the purpose of inserting public service announcements or for publicity of other Island Transit activities. With at least a 24 hour notice, the contractor may remove these announcements if space is sold. The contractor will keep the advertising material and will not alter or damage the material. The contractor may place its own advertisements in empty spaces only with the prior written approval of Island Transit.
- H. Advertising generated from other departments of the City of Galveston will not be part of the contract. Island Transit will coordinate placement of such advertising.
- I. The contractor will indemnify and hold harmless Island Transit from and against all damages and claims resulting from the contractor's action and against all damages and claims arising on behalf of or asserted by any employee, agent or subcontractor of the contractor. All insurance policies shall contain an agreement on the part of the insurer waiving the right to subrogation.
- J. The contractor will indemnify and hold harmless Island Transit in the event that the contractor's ads are destroyed, defaced, or otherwise affected in any way by vandalism, accidents and other acts. Island Transit will agree to report criminal activities to the police and to the contractor as soon as feasible.
- K. The contractor will provide the hard assets involved with the advertising.
- L. The contractor assumes all responsibility for all of the materials and services provided under this contract, whether those materials and services are provided by the contractor, purchased ready-made, or provided by a subcontractor. The contractor warrants that all products and/or processes utilized in production, installation, maintenance, repair and removal of all advertisement during the term of the contract shall not damage any of the display areas. In the event that damage occurs, the contractor shall reimburse Island Transit for its actual costs of repairs (labor burden, parts and materials) plus 25% administration overhead fee. Prior to undertaking any repairs, Island Transit will provide 72 hours' notice to enable the contractor time to inspect the subject damage if so desired.

- M. The contractor agrees to keep complete, accurate and up to date records of all advertising business conducted by it under the contract, to maintain such records and to include such records as may be necessary with its regular payments to Island Transit.
- N. Island Transit will have the right to audit contractor's books and accounts relevant to contract only. If Island Transit elects to make such an audit, contractor shall make all appropriate books, records and accounts, including records maintained for payments made to Island Transit, available within thirty (30) days of Island Transit's written request. The contractor must preserve all appropriated books, records, and accounts generated during the entire term of this agreement for the current year plus three (3) years.
- O. The contractor will make monthly payments, due no later than ten (10) days after the first day of each month, to Island Transit for any revenue received according to the compensation structure in the contract. Monthly payments shall be accompanied by a schedule which shows the advertisements which were displayed, the gross revenue earned for the advertisements, and the amount of revenues to be earned in the future under existing contracts. Payments received after the 10th calendar day will be subject to a 10% penalty if paid within the same month as the due date, and 100% penalty (all revenue generated during the time period) if paid thereafter. Arrears on ninety (90) days shall be grounds for termination of the contract and removal of advertising materials from Island Transit equipment.

6. Specific Advertising Requirements

- A. Locations for advertisements:
 - i. Advertising will be permitted only on the rail trolleys and the rubber wheel trolleys defined in Attachment A. Island Transit reserves the right to change this inventory list with a ten (10) day notice to the contractor.
 - ii. Island Transit may entertain an additional opportunity to include other assets for advertising in addition to the trolleys which could include the Parks Boards facilities and/or pavilions, benches, litter receptacles and lifeguard towers. This opportunity would involve a different contract (since the Parks Board and Island Transit are two separate institutions) but could reflect the same requirements identified in this RFP. The city shall provide an example listing of these assets.
- B. Material and appearance of advertisement: Island Transit requires that all advertising installed as part of the proposal be of a non-permanent type, i.e., "direct application." The contractor shall ensure that all advertisements are manufactured, installed, and removed in accordance with current industry standards and in such a way as to preserve the original appearance and condition of the surface on which the advertisement is placed. Additionally, each ad shall present a sharp, clear, high quality appearance at all times, regardless of the duration of the advertisement. No layering of one, as upon another, will be permitted. Island Transit will be the sole determinant for judging whether an ad is in an acceptable condition.
- C. Dimensions of advertisement: The dimensions of any advertising material will not exceed the surface area of the vehicles. Ads will not protrude beyond the available space.
- D. Limitation on advertisements: Contractor shall not display or maintain any advertisement that includes one or more of the following categories:
 - I. The advertisement proposes a commercial transaction, and the advertisement or information contained in the advertisement is false, misleading or deceptive.
 - II. The advertisement or information promotes unlawful or illegal goods, service, or activities.
 - III. The advertisement or information implies or declares an endorsement by Island Transit of any service, product or point of view without prior written authorization

- form Island Transit.
- IV. The advertisement contains an image of a person, who appears to be a minor, in sexually suggestive dress, pose or context.
 - V. The advertisement, or any information, is directly adverse to the commercial or administrative interest of Island Transit, or is harmful to the moral of Island Transit employees.
 - VI. The advertisement contains images or information that demean an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, veteran's status, disability, or sexual orientation.
 - VII. The advertisement contains images or information that is violent, frightening or otherwise disturbing as to be harmful to minors.
 - VIII. The advertisement promotes an escort service, dating service, or sexually oriented business.
 - IX. The advertisement contains images or information that would be deemed by a significant segment of the local public to be offensive, improper, or in bad taste.
 - X. The advertisement promotes the use of alcohol and/or tobacco products.
 - XI. The advertisement contains political information on local or national controversial subject or subjects not in accordance with the statutes, ordinances and court decisions pertaining to Island Transit's service areas.
 - XII. Island Transit will request that 5% of the advertising space on rolling stock inventory be reserved for the cities usage.

7. Contract Term

- A. The contract will be for a three (3) year base term with options, exercisable by Island Transit, for an additional two (2) year term upon the approval of the City Council.
- B. Prior to contract expiration, termination may be made by mutual agreement or immediately upon the breach of this agreement by the contractor. Either party may give the other party ninety (90) days written notice or, upon the expiration of the ninety (90) day time period, the agreement will be terminated. A breach of the contract may include, but is not limited to, a violation of the policies and rules of Island Transit, non-performance of contractual duties, failure to pay, death of the contractor, the occurrence of a conflict of interest between the contractor and Island Transit, or the making of a misrepresentation or false statement by the contractor.

8. Compensation Structure

- A. The contractor shall pay Island Transit a percentage of gross advertising revenue generated on Island Transit rail trolleys and the rubber wheel trolleys computed against a minimum annual guarantee, whichever is greater, for each year of the contract. The respondent shall specify, in its proposal, the annual percentage of gross advertising revenue to be paid and the minimum monthly guarantee applicable during each year of the contract. The term "gross advertising revenue" means all monies, remuneration, and considerations of every kind received from the sale of advertising space by the contractor in its operations as permitted under the contract. Gross advertising revenue shall be calculated on the accrual basis (i.e., amounts are prorated on time periods which correlate to the time periods during which the advertising is displayed).

9. Selection Criteria

A. Proposals will be ranked by a committee composed of transit and city staff members.

Item	Criteria		Maximum Percentage
A	References		5%
B	Professional ability/qualification of the firm/team and their financial capacity and capability to satisfactorily perform the required services.		10%
C	Adequacy and completeness of the proposal with regard to the information specified, i.e., compliance with terms, conditions and other provisions contained in the RFP		10%
D	Past performances and experience by the firm/team with similar work.		5%
E	Detailed work plan.		7%
F	Quality control program.		3%
G	Value added services to be provided.		15%
H	Proposed compensation package.		45%

The entire Scope of Services must be included in the proposal documents. Proposals not including the scope could be considered non-responsive.